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October 5, 2018, 2017

The Honorable Laura Taylor Swain
United States District Judge
Southern District of New York
500 Pearl Street
New York, New York 10007

RE: The Estate of Samuel Reyes, et ano vs The City of New York,
etc., et al./16 Civ 4880 (LTS)(JLC)

Dear Judge Taylor Swain:

Please find attached a copy of the Stipulation of Settlement, the Stipulation and Order of Dismissal, and the related Order associated with such that have been sent by email to the Judgments and Orders Clerk for transmittal to you.

The City of New York has no objection to the Order as it concerns the total amount of the settlement, but it takes no position on the allocation of the settlement between the Plaintiffs Estate of Samuel Reyes and Ana O. Lopez or the distribution of the amount of the total settlement sum allocated to the Plaintiff Estate of Samuel Reyes.

If you have any questions, the parties are available at your direction.

Thank you for your earliest attention and consideration herein.

Sincerely yours,



James I. Meyerson
P. Jenny Marashi
Attorneys for Plaintiffs

JIM

attachment

copy:

Alan Scheiner, Esq.

SETTLEMENT RELATED
ORDER

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

THE ESTATE OF SAMUEL REYES, deceased,
by Samuel Reyes, Jr., the duly Court ordered,
designated, and appointed Administrator of the
Estate of Samuel Reyes, ANA O. LOPEZ, mother
of Samuel Reyes, deceased

PLAINTIFF

vs

THE CITY OF NEW YORK, a municipal
entity, et al.

DEFENDANTS

CIVIL No. 16 Civ 04880 (LTS)(JLC)

SETTLEMENT RELATED ORDER

WHEREAS, the parties have reached a settlement agreement and now desire to resolve the remaining issues raised in this litigation, without further proceedings and without admitting any fault or liability,

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

1. Pursuant to the terms and conditions set forth in the Stipulation of Settlement including the General Releases, and the Stipulation of Dismissal, executed by the attorneys for plaintiffs Estate of Samuel Reyes and Ana O. Lopez and the attorney for the defendant City of New York which terms and conditions therein are incorporated by reference herein, the total settlement amount of Seven Hundred Seventy-Five Thousand (\$775,000.00) Dollars to plaintiffs Estate of Samuel Reyes and Ana O. Lopez, collectively, is approved; and
2. Pursuant to and by agreement between plaintiff Estate of Samuel Reyes and plaintiff Ana O. Lopez (and without defendant City of New York taking a position as to

how the total settlement is allocated), the total settlement amount of Seven Hundred Seventy-Five Thousand (\$775,000.00) Dollars allocated as follows: to plaintiff Estate of Samuel Reyes: Six Hundred Sixty Thousand (\$660,000.00) Dollars and to Plaintiff Ana O. Lopez: One Hundred Fifteen Thousand (\$115,000.00) (Dollars), is approved; and

3. Pursuant to all applicable provisions of law and agreements by and between Plaintiffs and their respective attorneys, the attorneys for plaintiff Estate of Samuel Reyes are authorized to distribute Six Hundred Sixty Thousand (\$660,000.00) (Dollars) - the sum allocated to plaintiff Estate of Samuel Reyes.

IT IS SO ORDERED

DATED: New York, New York
_____ 2017

THE HONORABLE LAURA TAYLOR SWAIN
United States District Judge

STIPULATION & ORDER
OF DISMISSAL WITH
ATTACHED STIPULATION
OF SETTLEMENT

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- x **STIPULATION AND
-- ORDER OF DISMISSAL**

The Estate of Samuel Reyes, deceased,
by Samuel Reyes, Jr., the duly Court ordered,
designated, and appointed Administrator of the
estate of Samuel Reyes; and ANA O. LOPEZ, mother
of Samuel Reyes, deceased,

16 Civ 4880 (LTS)(JLC)

Plaintiffs,

-against-

City of New York, et al.,

Defendants.

----- x

WHEREAS, the parties have reached a settlement agreement and now desire to
resolve the remaining issues raised in this litigation, without further proceedings and without
admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and
between the undersigned, that

1. The above-referenced action is hereby dismissed with prejudice in its entirety;
and

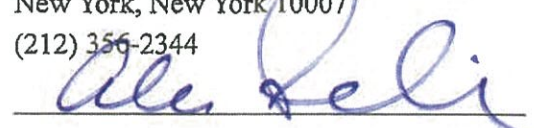
2. Notwithstanding the dismissal of this action in accordance with this agreement, the District Court shall continue to retain jurisdiction over this action for the purpose of enforcing the terms of the settlement agreement reached between the parties and set forth in the Stipulation of Settlement executed by the parties in this matter.

Dated: New York, New York
10/5, 2017

JAMES L. MEYERSON
Attorney for Plaintiffs
1065 Avenue of the Americas - Suite No.
300
New York, New York 10018
(212) 344-7474

By: 
James I. Meyerson

ZACHARY W. CARTER
Corporation Counsel of the
City of New York
Attorney for Defendant City of New York
100 Church Street, 3rd Floor
New York, New York 10007
(212) 356-2344

By: 
Alan H. Scheiner
Senior Counsel

SO ORDERED:

JENNY POUPA MARASHI
Attorney for Plaintiffs
930 Grand Concourse -- No. 1E
Bronx, NY 10451
(917) 703-1742

By: 
Jenny Poupa Marashi

HON. LAURA TAYLOR SWAIN
UNITED STATES DISTRICT JUDGE

Dated: _____, 2017

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- x **STIPULATION OF
-- SETTLEMENT**

The Estate of Samuel Reyes, deceased,
by Samuel Reyes, Jr., the duly Court ordered,
designated, and appointed Administrator of the
estate of Samuel Reyes; and ANA O. LOPEZ, mother
of Samuel Reyes, deceased,

16 Civ 4880 (LTS)(JLC)

Plaintiffs,

-against-

City of New York, et al.,

Defendants.

----- x

WHEREAS, plaintiffs commenced this action by filing a complaint on or about June 23, 2016, alleging that the defendants violated their federal civil and state common law rights; and

WHEREAS, defendants deny any and all liability arising out of plaintiffs' allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiffs have each authorized their respective counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against all defendants, with prejudice, and without costs, expenses, or attorneys' fees except as specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiffs The Estate of Samuel Reyes and Ana O. Lopez the total sum of Seven Hundred Seventy-Five Thousand (\$775,000.00) Dollars in full satisfaction of all claims by all plaintiffs against all defendants, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiffs each agree to the dismissal of all the claims against all defendants and to release all defendants, City of New York, Capt. Anthony Piazza, Capt. Keith Walton, Lt. Javier Valentin, Sgt. Ruth Sharma, Sgt. Eric Carricato, and Commissioner William Bratton, their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiffs' civil rights and any and all related state law claims, from the beginning of the world to the date of the General Release, including claims for costs, expenses, and attorneys' fees.

3. Plaintiffs each shall execute and deliver to the City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph "2" above and an Affidavit of Status of Liens. Prior to tendering the requisite documents to effect this settlement, Medicare-recipient plaintiffs must obtain and submit a final demand letter from their Medicare provider(s) for the reimbursement of any conditional payments made for the injuries claimed in this matter. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other

rules or regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except to enforce the terms of this agreement.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. Plaintiffs each agree to hold harmless defendants regarding any past and/or future Medicare claims, presently known or unknown, in connection with this matter. If Medicare claims are not satisfied, defendant reserves the right to issue a multiparty settlement check naming the Medicare provider as a payee or to issue a check directly to the Medicare provider for the amount claimed in the Medicare provider's final demand letter.

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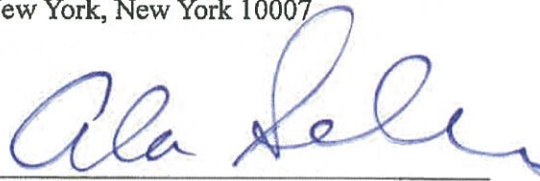
7. This Stipulation of Settlement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation of Settlement regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
10/5, 2017

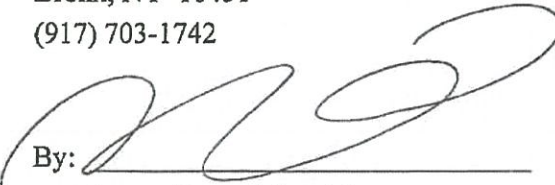
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